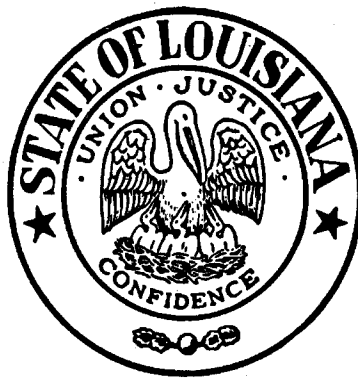


"TWO-STEP PROCUREMENT FOR HAZARDOUS WASTE REMEDIATION SERVICES"

STEP 1. REQUEST FOR PROPOSALS

Third Annual Advertisement



File No: K 18848 RP

**Proposal Opening Date: February 5, 2004
Proposal Opening Time: 10:00 A.M.**

**State of Louisiana
Office of State Purchasing
RFP Issue Date: December 11, 2003**

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ATTACHMENTS TO THIS RFP:

- (1) Step 2. Solicitation Process for Remediation Contracts
- (2) Statement of Work
- (3) Experience Table
- (4) Sample LDEQ Contract
- (5) Indemnification Agreement
- (6) Proposal Cover Sheet

**"TWO-STEP PROCUREMENT FOR HAZARDOUS WASTE REMEDIATION SERVICES"
STEP 1. REQUEST FOR PROPOSALS**

PART I. ADMINISTRATIVE INFORMATION

1.1 Background

The Louisiana Department of Environmental Quality (LDEQ) is committed to protecting public health and the environment by remediating hazardous waste sites as expeditiously, technically appropriately, and cost-effectively as possible. In support of this mission, LDEQ intends to contract with experienced and well-qualified firms through a two-step procurement process. The types of work that may be required by LDEQ may include planning and performing site investigations, performing and completing remedial actions, and related work. This is the third annual RFP advertisement for this project.

1.1.1 Purpose

The purpose of this Request for Proposals (RFP) is to obtain competitive proposals as allowed by LSA-R.S. 39:1593.C. from bona fide, qualified offerors who are interested in providing the services, equipment, and materials necessary to perform remediation work for the Remediation Services Division (RSD) of LDEQ. In Step 1 of the two-step process (this RFP) the State will establish the Competitive Range. The Competitive Range is the group of proposers who meet or exceed LDEQ's minimum requirements for firm's experience, personnel and other resources, project management methodology, technical capabilities, and financial responsibility. Future contracting opportunities for specific remediation projects will be offered to the firms in the Competitive Range in Step 1.

1.1.2 Goals and Objectives

LDEQ's goal is to clean up sites that represent threats to human health and the environment as expeditiously as possible. LDEQ's objective in using a two-step procedure is to streamline the procurement process for site clean-up. As sites are identified by LDEQ, clean-up work will be offered only to firms in the RFP Competitive Range, whose experience, qualifications, and capabilities have been evaluated in this step and found acceptable. As a result, future contracts may be awarded expeditiously through the sealed bidding process based upon price and responsiveness to the Invitation to Bid (ITB) requirements.

1.1.3 Remediation Contracting Process

This RFP (Step 1) will establish a Competitive Range of firms eligible for future remediation procurements. In Step 2, these firms will be offered equal opportunities to provide the methods and resources necessary to perform remediation work at hazardous waste sites throughout the state. Step 2 will be repeated as necessary by LDEQ, with remediation contracting opportunities offered on an as-needed basis. Unless otherwise removed by LDEQ, firms selected through Step 1 will remain in the Competitive Range for a period of 36 months, beginning on the date proposers are notified of their selection.

The method of procurement for awarding remediation contracts will be sealed bidding. Information regarding the types of tasks and subtasks that the remediation contractors may be required to perform is provided in RFP Attachment 2, Statement of Work (Section 3.0). The task list is not comprehensive; additional tasks related to investigation and remediation of

hazardous wastes may be requested by LDEQ. Because specific sites requiring the expertise of the Contractor have not been predetermined, LDEQ cannot predict when, where, how often, or if all of the listed tasks will be performed. Details regarding the remediation projects (site location, conditions, specific for required tasks, deliverables and submittals, etc.) will be provided in the individual solicitations. Additional information regarding the Step 2 process is provided in Attachment 1.

1.2 Definitions

The following terms will have the meanings provided for the purposes of this RFP.

Bid – a firm's response to an Invitation to Bid.

Bidder – a firm submitting a bid in response to an Invitation to Bid.

Clarification – a written or oral communication between the State and the proposer for the purpose of enhancing the State's understanding of a proposal or eliminating minor irregularities or apparent clerical mistakes in a proposal.

Competitive Range – the group of proposers who meet or exceed LDEQ's minimum requirements for firm's experience, personnel and other resources, project management methodology, technical capabilities, and financial responsibility.

Contractor – a firm that has been awarded a contract by the State.

Invitation to Bid (ITB) – documents, including attachments and documents incorporated by reference, used for soliciting bids for remediation contracts. ITBs comprise Step 2 of this two-step procurement.

Louisiana Department of Environmental Quality (LDEQ) – the State agency responsible for the evaluation of proposals submitted in response to this RFP, management of Invitations to Bid (ITBs), and management of contracts resulting from ITBs.

May – term denoting an advised or permissible action.

Office of State Purchasing (OSP) – the State agency responsible for administering this RFP, approving the Competitive Range, and approving any contract resulting from an Invitation to Bid issued by LDEQ.

Proposal – a firm's written response to this RFP.

Proposer – a firm submitting a proposal in response to this RFP.

Remediation Services Division (RSD) – the LDEQ division responsible for managing the technical aspects of remediation contracts awarded as a result of an Invitation to Bid.

Request for Proposals (RFP) – this document. This RFP comprises Step 1 of this two-step procurement.

Shall – term denoting a mandatory requirement.

Should – term denoting a requested or advised action.

State – the State of Louisiana.

Two-step procurement – a contracting process consisting of an RFP (Step 1) that establishes a Competitive Range of proposers, followed by one or more ITBs (Step 2) that result in the award of one or more remediation contracts. Step 2 may be repeated as determined necessary by LDEQ.

1.3 Step 1 Schedule of Events

The schedule provided in Table 1 is applicable to Step 1 of this RFP, however, the State of Louisiana reserves the right to deviate from this schedule.

Table 1. RFP Step 1 Schedule.

Item	Event	Date	Time (CDT)
1	Date of issue of the RFP (Commencement of Step 1)	12/11/2003	
2	Deadline for OSP receipt of written inquiries from prospective proposers	01/07/2004	
3	Deadline for OSP's responses to written inquiries	01/21/2004	
4	Proposal opening date and time (deadline for receipt of all proposals)	02/05/2004	10:00 A.M.
5	Written or oral clarifications from proposers or oral presentations by proposers (if required)	To be scheduled	
6	"Notice of Inclusion in the Competitive Range" mailed by OSP to the selected firms	To be scheduled	

Note: The State of Louisiana reserves the right to deviate from these dates.

1.4 Proposal Submission

This RFP is available in electronic form at the LaPAC website <http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Purchasing.

All proposals must be received by the Office of State Purchasing **no later than the date and time shown in the Schedule of Events (Section 1.3).**

Important - - Clearly mark the outside of the envelope, box, or package with the following information and format:

Proposal Name: **"Hazardous Waste Remediation Services, Step 1"**
 File Number: **K 18848 RP**, Solicitation No. **2184035**
 Proposal Opening Date: **February 5, 2004**

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to OSP's physical location.

Proposals may be mailed through the U. S. Postal Service to OSP's post office box at:

Office of State Purchasing
Post Office Box 94095
Baton Rouge, LA 70804-9095

Proposals may be delivered by hand or courier service to OSP's physical location at:

Office of State Purchasing
Claiborne Building
1201 North 3rd Street, Suite 2-160
Baton Rouge, LA 70802

The proposer is solely responsible for ensuring that his courier service provider makes inside deliveries to OSP's physical location. The Office of State Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

The proposer is solely responsible for the timely delivery of his proposal. Failure to meet the proposal opening date and time will result in rejection of the proposal. Proposals will not be accepted by electronic facsimile (FAX) or by electronic mail (e-mail).

Proposals will be opened publicly and only the names of proposers submitting Step 1 proposals will be identified aloud.

1.5 Proposal Format

Each volume of the proposal should be typed and securely bound together. Pages should be numbered consecutively and each section should be marked by a labeled page divider. Elaborate binders, color pictures, and promotional material are not necessary.

Proposals submitted for consideration should follow the order of presentation described below. The content of each section is described in Part II, Section 2.2.2.

COVER SHEET
VOLUME I. TECHNICAL PROPOSAL
 Contents
 Introduction
 Technical Capabilities
 Firm's Resources
 Firm's Organization
 Personnel
 Resources Other Than Personnel
 Subcontractors
 Project Management
 Firm's Qualifications and Experience
VOLUME II. FINANCIAL INFORMATION

1.5.1 Number of Response Copies

Each proposer must submit one signed reproducible original of Proposal Volumes I and II. Six additional copies of Volume I are also requested.

1.5.2 Legibility/Clarity

Proposals submitted in response to this RFP should include as much detail as practical to

provide a straightforward, clear, and concise description of the proposer's ability to meet the requirements of the RFP. The proposal should demonstrate an understanding of the requirements. Proposals should be prepared simply, legibly, and economically following the format described above. Each proposer is solely responsible for the accuracy and completeness of his proposal.

1.6 Confidentiality

Proposals submitted in response to this RFP may contain trade secrets and/or privileged or confidential commercial or financial information which the Proposor (or his subcontractor) does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of such data may be restricted, provided the Proposer marks the cover sheet of the proposal with the following legend:

"The data contained in Pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL."

It should be noted, however, that data bearing the aforementioned legend shall be subject to release under the provision of the Louisiana Public Records Law, L.R.S. 44.1 et. seq. The State of Louisiana assumes no liability for disclosure or use of unmarked data and may use or disclose such data for any purpose. It should be noted that any resultant contract will become a matter of public record.

However, the state reserves the right to make any proposal, including proprietary information contained therein available to OSP personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

1.7 Proposer Inquiries

The State will only consider questions or other communications from proposers that are signed and in writing. Likewise, potential proposers must only consider those transactions which are in writing, signed by an authorized agent of the State as valid.

Inquiries concerning this RFP must be submitted in writing to:

Office of State Purchasing
Attention Buyer: Linda Swaggerty
Post Office Box 94095
Baton Rouge, LA 70804-9095
Fax: (225) 342-8688

All proposer inquiries must be addressed to the Office of State Purchasing, and must be received no later than the date and time shown in the Schedule of Events (Section 1.3). **Do not contact LDEQ**

technical program personnel regarding this RFP.

1.8 Changes, Addenda, and Withdrawals

If the proposer needs to submit changes or addenda to his proposal, such changes or addenda must be submitted in writing, signed by an authorized representative of the proposer, clearly cross-referenced to the relevant proposal section, submitted in a sealed envelope, and received by OSP prior to the proposal opening date and time (Section 1.3). Such changes and addenda must meet all requirements for the proposal. If the proposer chooses to withdraw his proposal, the withdrawal notice must be in writing and received prior to the proposal opening date and time.

1.9 Cost of Proposal Preparation

The proposer assumes sole responsibility for any and all costs associated with any proposal submitted in response to Step 1 of this RFP, including any and all costs associated with the proposal preparation and reproduction, clarifications, oral presentations, and any other related expenses. Proposers must not include these costs or any portion thereof in any contract price offered under Step 2 of this RFP procurement process.

1.10 Written or Oral Clarifications or Presentations

Written or oral clarifications may be requested from any firm submitting a Step 1 proposal. The purpose of clarifications is to enhance the State's understanding of a proposal or eliminate minor irregularities or apparent clerical mistakes in a proposal. Proposals may be accepted without such clarifications.

Clarifications may also take the form of oral presentations by proposers to the Evaluation Committee, followed by a question and answer period. If oral presentations are requested, the selected proposers will be notified of the assigned date and time by OSP by telephone at least three working days prior to the scheduled date (Section 1.3).

Any commitments or representations made during these discussions, if conducted, may become formally recorded in any contract entered into as a result of Step 2.

1.11 Cancellation of RFP or Rejection of Proposals

The State of Louisiana reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the State to do so.

1.12 Evaluation and Selection

All proposals received as a result of this RFP are subject to evaluation by the Evaluation Committee for the purpose of selecting proposers who meet LDEQ's minimum requirements for inclusion in the Competitive Range. The Evaluation Committee will be composed of LDEQ staff with expertise in various areas. This committee will determine which proposals will be included in the Competitive Range. If required, written or oral clarifications may be requested from any or all of the proposers in order to make this determination. The Evaluation Committee may reject any proposal and all proposals not meeting LDEQ's minimum requirements for inclusion in the Competitive Range.

A written recommendation for the firms to be included in the Competitive Range will be made by LDEQ to the Director of State Purchasing.

1.13 Notice of Inclusion in the Competitive Range

Upon review and approval of the Evaluation Committee's and LDEQ's recommendations for the Competitive Range, OSP will issue a "Notice of Inclusion in the Competitive Range" to the selected proposers. The State intends that the Competitive Range will be established and all parties concerned notified on or before the date indicated in the Schedule of Events, however, the State reserves the right to deviate from this date.

OSP will also notify all unsuccessful proposers of the outcome of the evaluation process. The evaluation factors, points, and the completed evaluation summary and recommendation report will be made available to all interested parties after the "Notice of Inclusion in the Competitive Range" letter has been issued.

1.14 Debriefings

Debriefings may be requested by proposers participating in Step 1 after the "Notice of Inclusion in the Competitive Range" letter has been issued. Proposers may schedule appointments for debriefings by contacting Linda Swaggerty at the Office of State Purchasing 72 hours in advance of the desired date and time. Contact may be made by telephone at (225) 342-9752 or e-mail to lswagge@doa.state.la.us to schedule a debriefing.

PART II . PROPOSAL REQUIREMENTS

2.1 Description of Remediation Work

Information regarding the types of tasks and subtasks that the remediation contractors may be requested to perform is provided in RFP Attachment 2, Statement of Work (Section 3.0). The task list is not comprehensive; additional tasks related to investigation and remediation of hazardous wastes may be requested by LDEQ. Because specific sites requiring the expertise of the Contractor have not been predetermined, LDEQ cannot predict when, where, how often, or if all of the listed tasks will be performed. Details regarding the remediation projects (site location, conditions, specific for required tasks, deliverables and submittals, etc.) will be provided in the individual Step 2 solicitations. The projects will be under the direction of the Remediation Services Division (RSD) of LDEQ.

2.2 Proposal Content

Proposals submitted for consideration should include the following elements in the format provided in Section 1.5 above.

2.2.1 Cover Sheet

Complete and sign the proposal Cover Sheet (RFP Attachment 6). Proposals lacking a signed cover sheet or an equivalent signed instrument that includes the commitments stated in the LDEQ Cover Sheet shall be disqualified.

2.2.2 Proposal Volume I. Technical Proposal

Proposals should include the following elements in the order listed.

(1) **Table of Contents**

Include a paginated table of contents to facilitate locating proposal information.

(2) **Introduction**

Provide a brief overview of the content and intent of the proposal.

(3) **Technical Capabilities**

Discuss the firm's capabilities for performing the technical tasks listed in RFP Attachment 2, Statement of Work (SOW). **Briefly discuss the firm's approach to each technical task in the SOW.** Identify which tasks could be performed through subcontracts as applicable. Capabilities to perform remediation-related tasks in addition to those listed in the SOW may also be described.

(4) **Firm's Resources**

Describe the firm's resources that would be provided to perform the tasks listed in LDEQ's SOW (RFP Attachment 2). Each proposal should include the following information:

(a) Firm's organization

Describe the overall organization of the firm. If multiple offices would be involved in clean-up projects, describe how the home office and branch offices would interact with each other and with LDEQ. Describe the firm's ability to provide services throughout the state and provide the locations of branch offices as applicable.

(b) Personnel

In this section, provide an organizational chart showing the labor categories that will be available for assignment to LDEQ projects. Include the following categories at a minimum: Project Manager, Site Supervisor, engineers (PE and non-PE, environmental, civil, etc.), scientists (geologist, hydrogeologist, chemist, etc.), professional land surveyor, and environmental technician. Additional categories may be provided at the proposer's discretion.

Under each category, list the names of the personnel who will be assigned in the event the proposer is awarded a contract under Step 2 of this RFP. Include Contractor and subcontractor personnel (See Section 2.2.2(4)(d) below regarding written commitments from subcontractors providing evaluated personnel.). Show multiple individuals assigned to a category and assignment of an individual to multiple categories. Individuals' names may appear under multiple categories (e.g., Rita Dustbin, PE, may be listed under both Project Manager and Engineer).

Only those employees listed in this chart will be eligible for assignment to future LDEQ remediation contracts. Prior approval from LDEQ is required for any substitution or addition. Because the qualifications of the personnel included in this chart are important factors in determining the firms who will perform future remediation work for LDEQ, inclusion of a name in this chart represents a commitment on the part of the firm to actually provide this person when needed for LDEQ projects. Failure to do so may result in termination of the firm's participation in the Competitive Range by LDEQ.

Attach résumés for each of the professional personnel showing the individual's education, registrations, accomplishments, and experience in environmental investigation and remediation. Professional Engineers and Professional Land Surveyors must be registered by the Louisiana State Board of Registration for Professional Engineers and Land Surveyors. Proof of registration should be attached.

(c) Resources other than personnel

Describe firm's resources other than personnel that would be provided to perform the tasks listed in Attachment 2 (SOW), e.g., equipment, instrumentation, vehicles and transport units, materials, etc. Advantageous relationships with transporters, or disposers, etc. and special capabilities may also be described.

(d) Subcontractors

Identify all subcontractors proposed for work on future LDEQ projects. Scientists, engineers, surveyors, drillers, or other personnel who are not regular employees of the proposer are considered subcontractors by LDEQ. All work not identified as being performed by a subcontractor will be attributed to the prime contractor. Providers of sanitary services, transporters, hazardous and nonhazardous disposal facilities, or suppliers need not be listed in the Step 1 proposal, however, identification of transporters, and disposal facilities will be required in bids for future contracts as applicable and will be subject to LDEQ approval.

Provide:

- [1] the subcontractor's name and address;
- [2] a description of the types of tasks that would be performed by the proposed subcontractor;
- [3] a statement of whether the subcontractor's work is covered by the Contractor's insurance and liability guarantees or by the subcontractor's own insurance and liability guarantees; and
- [4] a signed letter of agreement, a copy of a contract, or some other form of signed written commitment from any subcontractor who provides key personnel or firm's experience that will be evaluated during the selection process. (See the evaluation criteria in Section 4.4, Part IV). This document must demonstrate the subcontractor's commitment to provide the listed personnel or undertake his portion of an assigned project in the event that the proposer is awarded a future LDEQ contract.

The name of each subcontractor must also be included on the Proposal Cover Sheet (Section 2.2.1) or in the equivalent form provided.

(e) Project Management

Describe the firm's approach to management of clean-up projects, including, but not limited to, the following:

- [1] communication between the Contractor (office and field locations) and LDEQ;
- [2] work scheduling and coordinating;
- [3] supervision of the Contractor's personnel;
- [4] contract and subcontract administration;
- [5] conferences, meetings, and training sessions;
- [6] recordkeeping; and
- [7] preparation and submission of submittals and deliverables.

(5) Firm's Qualifications and Experience

(a) Firm's qualifications

Each proposer must include proof of current licensure as a Louisiana State Contractor with Hazardous Materials Classification (LSA-R.S. 37:2150-1263) (prime contractor and all subcontractors that will work directly with hazardous waste/substances) and as a Louisiana Water Well Contractor (LSA-R.S. 38:3098) (prime contractor or subcontractor).

(b) Firm's experience

Describe experience gained by the firm during the past five years (i.e., since September 1, 1998) in projects that included tasks listed in Attachment 2, Statement of Work. Proposers are encouraged to demonstrate their experience in as many aspects of hazardous waste investigation and remediation as possible.

Both government and privately-sponsored work may be included. Experience gained through joint ventures by the proposer's firm may be included only if the firm sponsored the joint venture. In the event that the firm has not done business under its present organizational name and status for four years, other corporate experience brought to the firm through mergers and/or similar corporate creations may be added. Experience contributed through subcontractors may be included (See Section 2.2.2(4)(d) below.). All experience gained under contract to LDEQ may be considered by the Evaluation Committee during proposal evaluation, whether or not listed by the proposer.

To facilitate consistent evaluation, LDEQ requests that the proposer's experience information be submitted in the tabular format provided (RFP Attachment 3). For each listed project, the proposer should provide:

- [1] the name and address of the client (sponsoring agency or firm);
- [2] the name and telephone number of the client's contact person;
- [3] the project title and contract number;
- [4] the contract term and dollar amount; and
- [5] a brief description of the project including the proposer's relationship to the client (prime contractor, joint venture sponsor, subcontractor, etc.), the location of the project, and the primary project features.

Each proposer may include as many entries as he desires. The table may be enlarged or duplicated as necessary to provide all required information. Because LDEQ may contact a representative sample of the listed clients as references for the proposer as part of the evaluation process, the proposer should verify that all client contact telephone numbers are current.

2.2.3 Proposal Volume II. Financial Information

In a separate volume, proposals shall include evidence demonstrating the proposer's financial capability to carry out future LDEQ remediation projects. Proposers should submit, at a minimum:

- (1) Financial Statements compiled by an independent CPA firm for the past three years;
- (2) notes to the Financial Statements; and
- (3) the CPA firm's Compilation Report for each year.

If the company has been in business for less than three years, proposers may substitute the following for this requirement:

- (a) Financial statements compiled by an independent CPA firm for each complete year in business and an interim financial statement compiled by an independent CPA for the current year;
- (b) notes to the financial statements; and
- (c) the CPA firm's compilation report for the corresponding financial statements.

PART III. GENERAL INFORMATION

3.1 Acceptance of Mandatory Terms and Conditions for LDEQ Contracts

To streamline the Step 2 contracting process, LDEQ has established a set of mandatory terms and conditions that will be included by reference in all contracts procured through Step 2 of this RFP. These terms and conditions are specified in RFP Attachment 4, "Terms and Conditions for LDEQ Contracts." Potential proposers are strongly encouraged to carefully review these clauses and submit any questions to OSP in writing before the question deadline set in Section 1.3 above. Failure of any Step 1 proposer to accept these terms and conditions shall result in the rejection of his proposal. (See also Attachment 6, Cover Sheet.)

3.2 No Guarantee of Quantities

Opportunities for remediation contracts will be made available to all firms in the Competitive Range as clean-up projects are identified by LDEQ. LDEQ does not guarantee a minimum or maximum number of contracts to be awarded or to be received by any one firm, a minimum or maximum amount of work to be performed under any contract, or the amount of payment to be received by any contractor.

3.3 No Limitation of LDEQ Procurement Options

The procurement method to be used for Step 2 (sealed bidding) may not be effective, appropriate, and/or feasible for all LDEQ remediation projects. Participation in this RFP in no way prohibits LDEQ from procuring such remediation contracts through the Request for Proposals method or the emergency procurement process as allowed by LSA-R.S. 39:1593 and 1598 respectively. Further, this two-step procurement does not pertain to and is not associated with any LDEQ consulting services contracts procured through the Division of Administration's Office of Contractual Review.

3.4 Proposal Validity

Proposers must indicate the length of time during which their proposals will remain valid on their proposal Cover Sheet (RFP Attachment 6). The maximum validity period is 36 months, beginning from the date of their "Notice of Inclusion in the Competitive Range" letter (Section 1.13 above). Following their proposal expiration dates, firms will be dropped from the Competitive Range and will no longer be offered opportunities to bid in Step 2. Prior to, or at any time after that date, firms may extend or renew their participation in the Competitive Range by responding to one of the annual re-advertisements of the Step 1 RFP. If LDEQ's minimum requirements are again met by the proposer, the proposer's firm will be included in the Competitive Range until the expiration date of its new proposal.

3.5 Removal of a Firm from the Competitive Range

Successful proposers will be maintained in the Competitive Range for a maximum period of 36 months, beginning from the date of their "Notice of Inclusion in the Competitive Range" letter (Section 1.13 above). However, a firm may be removed from the Competitive Range for cause by LDEQ at any time during this period. Cause may include, but is not limited to, termination of a contract for contractor default, consistently poor performance by the contractor on LDEQ projects, failure by the firm within the Competitive Range to include proposed personnel or subcontractors in bids, failure to disclose conflict of interest with PRP prior to or during a project, collusion between Competitive Range contractors, or failure to comply with contract terms and conditions.

3.6 Continued Opportunities for Contractors

To maximize competition for LDEQ remediation contracts, OSP will readvertise RFP Step 1 annually. In this way, opportunities will be provided for newly interested firms, previously unsuccessful firms, and firms whose Step 1 proposal validity period has expired. Any firm who submits a Step 1 proposal that meets the requirements for the RFP will be added to the Competitive Range and will be invited to respond to subsequent Step 2 solicitations.

3.7 State Contractor's License

The firms selected for the Competitive Range (and all subcontractors proposed for work with hazardous materials) must possess a Louisiana State Contractor's License with a Hazardous Materials Classification (LSA-R.S. 37:2150-1263). Potential proposers interested in obtaining a license should contact the Louisiana State Licensing Board at 7434 Perkins Road, Baton Rouge, LA, 70808, (225) 765-2301.

3.8 Louisiana Certificate of Authority

All firms who are incorporated in a state other than Louisiana must possess Certificate of Authority to transact business in Louisiana before entering into a contract with LDEQ (LSA-R. S. 12:301-302). Such certificates may be obtained from the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, LA, 70809, (225) 925-4704. The Certificate of Authority need not be submitted with the Step 1 proposal.

3.9 Disclosure of Ownership Affidavit

All for-profit corporations whose stock is not publicly traded must file a Disclosure of Ownership Affidavit with the Louisiana Secretary of State's office before contracting with state government. Non-profit corporations and for-profit corporations whose stock is publicly traded are exempt from this requirement. The disclosure of ownership affidavit need not be submitted with the Step 1 proposal, however, evidence that the disclosure affidavit has been filed will be required before any contract with LDEQ will be approved by the State.

3.10 Insurance and Indemnification Requirements (Contractor and Subcontractor)

Future remediation contractors will be required to meet LDEQ insurance and indemnification requirements. Details regarding required insurance coverage and indemnification are included in this RFP in Attachment 4, "Terms and Conditions for LDEQ Remediation Contracts." (See also Section 3.1 above.) Types of insurance coverage that will be required include Commercial General Liability (\$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage), Automobile Liability (\$1,000,000 combined single limit per accident for bodily injury and property damage), Workers' Compensation and Employers' Liability (limits as required by the Labor Code of the State of Louisiana and Employers' Liability Coverage), and Pollution Liability (Sudden and Accidental only, coverage limit of \$1,000,000. Additionally, LDEQ remediation contractors must include their subcontractors as insureds under their policies or furnish separate certificates for each subcontractor.). A sample Indemnification Agreement is provided as Attachment 5 to this RFP.

Potential proposers are strongly encouraged to carefully review these requirements and submit any questions to OSP in writing before the question deadline set in Section 1.3 above.

3.11 Fidelity Bonding Requirements

Future remediation contractors may be required to provide bid securities, performance bonds, and payment bonds for future remediation contracts. Specific requirements will be provided in the bidding documents for each remediation project.

3.12 Changes to Proposed Key Personnel

Bidding documents for future LDEQ projects offered to Competitive Range firms will include a requirement that personnel assigned to the project must be listed in the firm's organizational chart submitted in response to Section 2.2.2(4)(b) of this RFP. Bids listing other individuals for key positions will be considered nonresponsive unless permission was granted by LDEQ to provide a substitute prior to bid submission.

If, at any time during the validity period of a its proposal, a firm finds that it cannot provide the personnel (including subcontracted personnel) listed in its proposal, the firm may request permission from LDEQ to provide substitutes. This request must be in writing and approved by LDEQ before the proposed replacement is named in any bid for an LDEQ project. The request must include a justification of the need for any such substitution, a narrative establishing that the proposed substitute is at least equal in qualifications and experience to the person being replaced, and a résumé for the proposed substitute. Additionally, LDEQ will reserve the right in each ITB to require the replacement of any person assigned to work on any LDEQ project that is determined by LDEQ/RSD to be unresponsive to the needs of LDEQ/RSD. The substitute will also replace the unresponsive person in the firm's list of eligible staff.

3.13 Governing Law

All activities associated with this RFP process will be interpreted under Louisiana Law. All proposals submitted are subject to provisions of the laws of the State of Louisiana including but not limited to LSA-R.S. 39:1551-1736; purchasing rules and regulations; executive orders; and specifications listed in this RFP.

PART IV. STEP 1 PROPOSAL EVALUATION

4.1 Competitive Range Selection Process

The selection process will consist of four steps:

- (1) review of proposals for exceptions taken to mandatory RFP requirements;
- (2) determination of financial responsibility;
- (3) evaluation of the technical proposals from financially responsible firms; and
- (4) inclusion of those firms whose proposals who meet or exceed LDEQ's minimum scoring requirement in the Competitive Range.

4.2 Review of Proposals for Exceptions

OSP and LDEQ will review each proposal for exceptions taken to mandatory requirements, including but not limited to, acceptance in the Cover Sheet (or equivalent format) of the terms and conditions that will be included by reference in all subsequent Step 2 contracts (Section 3.1). Clarifications may be requested from any proposer orally or in writing (Section 1.10). LDEQ reserves the right to reject any proposal that does not include all mandatory requirements.

4.3 Financial Responsibility of the Proposers

Successful proposers must be determined to be financially responsible. LDEQ must make a positive determination that selected firms have adequate financial resources for performance of future remediation projects, or have the ability to obtain such resources as required during performance of such projects.

To determine financial responsibility, LDEQ Financial Services Division staff will review the financial information provided in Volume II (Section 2.2.3). Proposals from firms not determined to be responsible by LDEQ will be removed from competition.

4.4 Technical Proposal Evaluation

Proposals received from firms who have been found financially responsible will be evaluated by the LDEQ Technical Evaluation Committee. Proposals will be evaluated in light of the material and the substantiating evidence presented therein, not on the basis of what may be inferred. The Evaluation Committee may request written or oral clarifications from any or all of these proposers as necessary to assist in making their determination (Section 1.10).

The Evaluation Committee will rate the proposals according to the evaluation criteria in Table 2.

Table 2. Evaluation criteria.

Criterion No.	Criterion	Refer to Section	Point value
1	Technical capabilities	2.2.2 (3)	20
2	Firm's organization	2.2.2 (4) (a)	5
3	Firm's personnel (including subcontractors)	2.2.2 (4) (b)	20
4	Firm's resources other than personnel	2.2.2 (4) (c)	15
5	Approach to project management	2.2.2 (4) (e)	10
6	Firm's qualifications and experience	2.2.2 (5)	30
TOTAL POINTS			100

Evaluators will rate the proposals for each criterion by consensus according to the adjectival scale in Table 3.

Table 3. Proposal rating scale.

Rating adjective	Corresponding numerical ratings		Rating adjective	Corresponding numerical ratings
Not addressed	0		Good	5 – 6
Poor	1 – 2		Very good	7 – 8
Fair	3 – 4		Excellent	9 – 10

The points awarded to the proposal for each criterion will be calculated according to the following formula:

$$\frac{\text{Numerical rating}}{\text{Maximum rating of 10}} \times \text{Maximum points for the criterion} = \text{Points earned for the criterion}$$

The total points earned for each proposal will be calculated. All proposers who have received a total score of 70 or more will be recommended for the Competitive Range in the Evaluation Committee's Evaluation Report to the LDEQ Undersecretary. Upon the Undersecretary's approval, LDEQ's recommendation will be submitted to the Director of the Office of State Purchasing for approval.

ATTACHMENTS TO THIS RFP:

- (1) Step 2. Solicitation Process for Remediation Contracts
- (2) Statement of Work
- (3) Experience Table
- (4) Sample LDEQ Contract
- (5) Indemnification Agreement
- (6) Proposal Cover Sheet

ATTACHMENT 1. STEP 2 PROCEDURE FOR PROCUREMENT OF REMEDIATION CONTRACTS

1. Step 2 Solicitation for Remediation Projects

In Step 2 of this RFP, site work will be made available to all firms in the Competitive Range using the sealed bid (Invitation to Bid, ITB) process. Bid documents will include, at a minimum:

- (1) a Statement of Work including:
 - (a) the name and location of the site;
 - (b) a description of the work requirements (including submittals and deliverables);
 - (c) analytical data from previous site sampling events (as applicable);
 - (d) scheduling and project completion requirements; and
 - (e) project-specific requirements for the Work Plan, Health and Safety Plan, and Quality Assurance Project Plan (as necessary).
- (2) information regarding site visits as necessary to allow potential bidders the opportunity to examine the site and determine the work requirements (manpower, equipment, material, etc.);
- (3) the names of any Potentially Responsible Parties (PRPs) for the site that are known to LDEQ (if applicable) and a notification that submission of a bid certifies the absence of any conflict of interest on the part of the bidder;
- (4) a notification that submission of a bid certifies that firm's bid was prepared independently using resources within the firm's organization and no collusion among Competitive Range firms occurred during or regarding bid preparation;
- (5) a notification that all personnel assigned to the Contractor's project team must be listed in the firm's proposal submitted in response to Step 1 of this RFP;
- (6) project-specific contract terms and conditions that will be included in the resulting contract (in addition to the terms and conditions included by reference; see Section 3.1 above and RFP Attachment 4); and
- (7) a schedule for Contractor questions regarding the work, LDEQ answers, and bid submission.

Each firm receiving the ITB will examine the PRP name(s) listed in the ITB (if applicable), and identify any financial or business relationships between any PRP and the firm, parent firm, subsidiaries, affiliates, subcontractors, or current clients. Firms may submit written questions regarding potential conflicts to LDEQ during the solicitation's question and answer period. If requested, LDEQ will examine the nature of the relationship and determine in writing whether or

not the firm's relationship with the PRP represents a conflict of interest that would prevent that firm from serving the best interests of the State of Louisiana were it selected as the Contractor.

Each bid will include:

- (1) a statement describing the tasks to be performed and the methods to be used by the Contractor;
- (2) the team who will perform the work (name, job category, and responsibilities of Contractor and subcontractor personnel);
- (3) identification of the subcontractors who will work on the project (if applicable);
- (4) a project schedule; and
- (5) the Contractor's price for completion of the project.

2. Award of Remediation Contracts

LDEQ will review the lowest price offer for responsiveness to the ITB requirements. If that bid is not responsive, the next lowest priced bid will be considered. The contract will be awarded to the responsive bidder submitting the lowest price. Proposers are reminded that the terms and conditions specified in this RFP, Attachment 4, will become part of any contract procured through Step 2 (See Section 3.1 above.).

If none of the bids are responsive (i.e. meet all technical and administrative requirements of the bid documents), LDEQ will notify all bidders, and may revise and reissue the bid documents. (Note also Part III, Section 3.3, No Limitation of LDEQ Procurement Options.) The successful bidder (the Contractor) will receive an executed contract with a Notice to Proceed with on-site activities. Additional information regarding the ITB and award of the contract will be provided in the individual ITBs.

ATTACHMENT 2. STATEMENT OF WORK
" HAZARDOUS WASTE REMEDIATION SERVICES"
Louisiana Department of Environmental Quality

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ATTACHMENT 2. STATEMENT OF WORK
" HAZARDOUS WASTE REMEDIATION SERVICES"
Louisiana Department of Environmental Quality

1.0 INTRODUCTION

The Louisiana Department of Environmental Quality (LDEQ) is committed to protecting public health and the environment in Louisiana by remediating hazardous waste sites. In support of this mission, well-qualified, experienced, and responsible contractors selected by LDEQ through the RFP process will be offered opportunities to compete for remediation work throughout the state. The types of work may include planning and performing site investigation, remediation, and related work as well as containing or mitigating releases. The projects will be under the direction of the Remediation Services Division (RSD) of LDEQ. Contracting opportunities will be offered on an as-needed basis.

2.0 PROJECT MANAGEMENT

The Contractor shall provide all resources and methodologies necessary to ensure the successful completion of each awarded project. Project management includes initiating, maintaining, and supervising all aspects of the work and administering the contract on a day to day basis. Any damages resulting from negligence or failure of the Contractor to provide all necessary aspects of project management, whether or not specified in LDEQ's requirements, shall be the responsibility of the Contractor, and shall be corrected by the Contractor at his expense. Project management activities may include, but are not limited to, supervision of the work, contract administration, subcontract procurement and administration, meetings and training sessions, recordkeeping, preparation and submission of submittals and deliverables.

The Contractor shall organize and manage each awarded contract in a logical sequence to minimize delays. Additionally, he shall coordinate his work with any additional work performed by LDEQ or LDEQ's contractors. The Contractor's duties and responsibilities for project management continue until such time as all work required under the contract is completed by the Contractor and accepted by RSD.

2.1 Subcontractors

All subcontractors necessary to conduct the work, including transporters and disposal facilities, must be identified in the Contractor's bid for each project. If subcontractor names were provided and evaluated in the firm's RFP Step 1 Proposal, subcontractors for each project must be selected from the list provided. Changes to a firm's list of eligible subcontractors may be made only with adequate justification and the approval of LDEQ. The prime contractor shall be responsible for ensuring the proper completion of work assigned to a subcontractor and shall be the sole point of contact regarding subcontracted services provided to LDEQ. It is also his responsibility to ensure that all subcontractors have the technical expertise, required licenses, permits, and safety training as specified in the contract.

2.2 Project Communications

The Contractor shall maintain communications and coordination with LDEQ personnel including reporting problems encountered in performing LDEQ projects. The Contractor shall attend meetings as necessary to discuss specific site requirements or problems with project management. These meetings may be held at LDEQ headquarters in Baton Rouge, Louisiana, or on-site. Interim conference calls may be necessary.

2.3 Training Sessions

The Contractor is responsible for scheduling and holding training sessions as necessary to ensure the proper training of his personnel and subcontracted personnel. It is his responsibility to have enough personnel present at training sessions to adequately cover any unanticipated crew member changes. The costs of attendance at project-related training sessions shall be included in the Contractor's bid.

3.0 SCOPE OF REMEDIATION SERVICES

This section delineates the types of tasks and subtasks that the Competitive Range contractors may be required to perform for LDEQ. This list is not comprehensive; additional tasks related to the investigation and remediation of hazardous waste sites or mitigation of hazardous waste releases may be included in an LDEQ solicitation.

Except where specified by LDEQ in the bidding documents, the selection and implementation of the methods and provision of all resources necessary to complete each task shall be the responsibility of the Contractor. Resources shall include all labor, supervision, materials, supplies, equipment, tools, machinery, licenses, permits, and all other items or services necessary to successfully complete the work.

(1) Investigation and Remediation Work at Hazardous Waste Sites

(a) Mobilization and project support

Provide and maintain all the resources and services at the site necessary for successfully performing the work, including, but not limited to, personnel, structures, facilities, utilities, materials, supplies, tools, equipment, and machinery. Examples include temporary utilities (electricity, water, trash removal, etc.), outdoor sanitary facilities, personnel and equipment decontamination facilities, temporary storage buildings, and parking areas.

(b) Site preparation

Improve access to sites where work is impeded or prevented by vegetation, poor road or ground conditions, standing water, or other physical conditions. Such work may include, but is not limited to, mowing, bush-hogging, water control, minor repairs to roadways or parking areas, and grading.

(c) Site control and security

Control access and provide security at the assigned sites. Site control and security measures may include, but are not limited to, warning signs, barriers, or tape, fences with locking gates, night-time security guards, and traffic control.

(d) Site maintenance

Site maintenance work may include, but is not limited to, trash control and general upkeep, controlling vegetation (mowing, bush-hogging, etc.), maintaining existing fences and gates or installing new fences and locking gates, maintaining parking areas, and providing contamination control measures.

(e) Air monitoring

Monitor and record air quality in the work areas of the site during the performance of the work

in order to protect the health of both site personnel and the surrounding public. Air monitoring activities may include, but are not limited to providing real-time air monitoring in the breathing zone surrounding site operations and/or on the site perimeter whenever the work in progress may result in the release of air-borne contaminants, warning site personnel when concentrations of these materials reach action levels, responding to dust and odor complaints, and keeping records documenting air monitoring activities.

(f) Sampling and testing

Collect samples in order to identify types of waste present, determine if the waste is hazardous, and to determine disposal options. Work may include, but is not limited to sampling and testing waste suspected or known to be hazardous using appropriate methods, materials, and equipment. Examples of sampling and testing activities include characterizing material/substances by HAZ-CAT procedures, sampling the contents of containers, soils, water, sludge, or other media, compositing samples, packing and labeling samples, decontaminating personnel and decontaminating or disposing of sampling equipment, and delivering or shipping samples to LDEQ's contracted laboratory under strict chain-of-custody procedures.

The Contractor will be responsible for taking adequate quality control measures to ensure that environmental data of known quality are provided. In the event of loss (including breakage) or contamination of the samples while in his custody, the Contractor will be required to re-perform sampling activities without additional compensation.

All samples requiring laboratory analysis will be sent to one of LDEQ's contracted laboratories. The cost of these analyses (including sample containers and labels) will not be included in the contract.

(g) Water management

Control and collect contaminated water on the site and prevent the off-site migration of any water-borne contaminants. All contaminated water on the site, including water that has accumulated in excavations and water produced by decontamination activities, will be either treated on-site or removed from the site for disposal at a permitted facility.

[1] On-site wastewater treatment

The Contractor may be required to provide an on-site water treatment system capable of reducing contaminant concentrations in wastewater to levels specified by LDEQ in the bid package. At a minimum, the Contractor shall comply with the requirements of Louisiana Administrative Code (LAC) Title 33, Environmental Quality, Part IX, Water Quality Regulations for the management and treatment of water at the site and all effluent discharges.

[2] Off-site disposal of wastewater

Wastewater to be disposed of off-site will be collected, characterized, and transported to a permitted nonhazardous or hazardous waste facility (facilities) for disposal. The Contractor will select the type of facility based upon his characterization of the contaminated water with concurrence by LDEQ.

(h) Excavation of contaminated materials

Excavate, handle, and provide interim storage of contaminated materials, including, but not limited to, soils, oil, sludges, sediments, and debris.

(i) Backfilling

Provide and place imported contamination-free fill materials (backfill, clay, and topsoil).

(j) Removal and disposal of concrete

Excavate, demolish, handle, transport, and dispose of concrete slabs and pavements.

(k) Excavation and disposal of buried drums

Excavate, handle, characterize, stage, and dispose of buried drums and their contents.

(l) Excavation and disposal of underground storage tanks

Excavate, handle, characterize, and dispose of underground storage tanks (USTs) and their contents in accordance with all the requirements of LAC Title 33, Part XI. The Contractor (or subcontractor engaged by the Contractor to perform this task) must be certified in the State of Louisiana for UST closures.

(Note: LDEQ has a separate "Two Step Procurement" for UST remediation services, which will be primarily used for this task.)

(m) Removal and disposal of above-ground storage tanks

Empty, clean, dismantle, and dispose of aboveground storage tanks, handle, characterize, and dispose of the tank contents.

(n) Construction or stabilization of containment berms

Construct temporary berms or stabilize existing containment features.

(o) Pre-transportation handling of hazardous waste

[1] Waste in containers

Investigate and assess the condition of drums, buckets, and/or other containers, perform field screening hazard categorization tests on the contents of drums or other containers, determine the volume of liquids and solids in each container; determine and designate compatible waste categories for liquids and solids contained in the containers; and stage the containers according to compatible waste categories. Overpack containers or transfer the container's contents to a like container in good condition. Remove the contents of containers, segregate the contents according to compatible waste categories, store them until their disposal, and clean and dispose of emptied containers.

[2] Waste requiring containerization

Secure hazardous wastes to stop or prevent release of material using appropriate containment measures, and prepare the containerized hazardous wastes for on-site storage or off-site transportation. Activities may include lab packing small quantity

chemical waste streams; placing uncontained hazardous waste, including soil contaminated by prior leakage, etc. into appropriate containers; packaging, marking, labeling, and placarding all items in accordance with all applicable federal, state, and local regulations; and segregating and staging the secured containers.

[3] Debris handling

Assess, handle, and dispose of debris such as insulation, metal, wood materials and pallets, tires, etc. Dispose of contaminated debris off-site at a permitted hazardous or nonhazardous waste facility.

[4] On-site storage of hazardous materials

The Contractor shall provide for the secure storage of hazardous waste at the site until arrangements for disposal may be completed. Storage measures shall include but not be limited to drums, barrels, tanks, or other bulk containers. Additionally, the Contractor shall provide for secondary containment of all waste stored at a site to contain releases and to prevent migration of hazardous substances or contaminants during rainfall or spill events.

[5] Bulk removal and loading of hazardous wastes

Provide for the loading of hazardous wastes including the pumping of material from tanks, oil/water separators, or lagoons.

(p) Asbestos abatement

Remove and dispose of asbestos-containing waste in accordance with current state and federal regulations.

(q) Transportation and disposal of waste

Provide for the transportation and disposal of both hazardous and nonhazardous waste from the assigned sites.

[1] Off-site disposal of hazardous waste

Hazardous wastes to be removed from sites may include, but are not limited to contaminated soil, oil, sludges, sediments, debris, and used personnel protective gear. Arrange for the disposal of hazardous waste at the permitted facility approved by LDEQ, including, but not limited to, incinerators, permitted land-fills, injection wells, or reclaimers. Prepare all manifests and shipping documents, however, LDEQ's representative shall be the sole authorized signatory on all manifests. Hazardous waste disposal work may include characterization of the wastes, preparation of waste profile sheets, manifests, or other shipping documents, securing of acceptance of the hazardous wastes at the approved permitted hazardous waste disposal facility, scheduling the wastes for receipt by the designated facility, and transporting wastes to the designated facility in accordance with applicable state and federal regulations.

[2] Off-site disposal of nonhazardous waste

Dispose of nonhazardous waste that impedes the removal of hazardous waste. Such wastes may include, but are not limited to, uncontaminated Contractor-

generated trash, uncontaminated or decontaminated debris, uncontaminated or decontaminated wooden pallets, and well surface completions. Nonhazardous waste disposal will include preparation of nonhazardous waste shipping documents, securing of acceptance of the nonhazardous wastes at the approved commercial nonhazardous waste facility, scheduling the wastes for receipt by the designated facility, and transporting the wastes to the designated facility in accordance with applicable State and Federal regulations. (Tires will be disposed of in accordance with L.R.S. Title 33, Part VII, Subpart 2, Chapter 105, Sections 10501 - 10527.)

(r) Installation and abandoning of groundwater wells

Install wells or plug and abandon groundwater wells for the investigation, remediation, or monitoring of groundwater in accordance with the requirements of the Louisiana Administrative Code (LAC) Title 10:XIII, Water Well Rules and Regulations and the "Handbook for Construction of Geotechnical Boreholes and Groundwater Monitoring Systems" prepared by the Louisiana Department of Environmental Quality and the Louisiana Department of Transportation and Development, May, 2000.

(Note: LDEQ has a separate contract for "Direct Push Coring, Monitoring Wells and Related Services" which will be primarily used for this task.)

(s) Site repair, restoration, and closure

Provide services and resources necessary to repair or replace material damaged by the clean-up operations, restore the damaged environment to as near pre-remediation conditions as possible, and close the site. Restoration and closure activities may include, but are not limited to, regrading, reseeding, replanting, trash removal, and soil replacement. Remove all temporary structures, equipment, materials, supplies, and all wastes, substances, or materials resulting from or produced by the Contractor's work from the site in accordance with applicable laws, regulations, ordinances, and codes, and disconnect all utilities upon the completion of the work.

(t) Surveying

Provide surveying and related work for site projects, including:

- [1] topographic surveys;
- [2] determination of elevations of site features based on nearby bench marks or surveys;
- [3] preparation of scale plot plans, maps and drawings based on site surveying; and
- [4] quantity surveys (stockpiled or in-place volumes).

(2) Containment and Mitigation of a Release

Contain and mitigate releases of hazardous waste into the environment. Work may include sampling, containing the release at its source point and preventing further acute flow of the pollutant, controlling the source of discharge, using chemicals or other materials to restrain the spread of the pollutant, placing physical barriers to restrain the spread of the pollutant, constructing slurry trenches, earth moving, handling drums and other containers, containerizing pollutants, providing traffic and crowd control, and providing site security.

ATTACHMENT 3. EXPERIENCE TABLE

(Enlarge or duplicate table as necessary)

Company Name: _____

Client Name and Address	Client Contact Person and Telephone Number	Project Title and Contract Number	Dates of Project and Dollar Amount	Description of Project

ATTACHMENT 4.
TERMS AND CONDITIONS FOR LDEQ REMEDIATION CONTRACTS
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ATTACHMENT 4. SAMPLE LDEQ CONTRACT

The contract offered to the successful proposer will have the following form and content:

LDEQ Contract No. _____

STATE OF LOUISIANA
PARISH OF _____

Be it known that, on this [DATE] of [MONTH], [YEAR], the Department of Environmental Quality of the State of Louisiana (hereinafter referred to as "LDEQ" or "the State") and [INSERT CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE] (hereinafter referred to as the "Contractor") do hereby enter into the following terms and conditions.

1. PROJECT IDENTITY

This contract will be identified as **"Two Step Procurement for Hazardous Waste Remediation Services"** with the Contract Number assigned as set forth above. All invoices and other correspondence submitted to LDEQ in connection with this contract shall be identified by this Contract Number.

This contract shall be under the direction of the Louisiana Department of Environmental Quality, Office of Environmental Assessment, Remediation Services Division.

2. CONTENT OF CONTRACT AND ORDER OF PRECEDENCE

The final contract, together with the Request for Proposals (and addenda issued thereto) (Contract Appendix A) and the proposal submitted by the Contractor in response to the RFP (and any exhibits specifically incorporated therein by reference) (Contract Appendix B) constitute the entire agreement between the parties with respect to subject matter. The contract shall, to the extent possible, be construed to give effect to all provisions contained therein. In the event of an inconsistency between the contract, the RFP (and addenda issued thereto) and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

3. TERM OF CONTRACT

The term for the fulfillment of services to be performed pursuant to this contract shall be twenty-four (24) months, beginning on _____ and terminating on _____.

LDEQ reserves the right to, at its discretion and at any time during the term of the contract, renew the contract for all or part of one (1) option year (twelve (12) months). The sum of the base contract and all renewals shall not exceed thirty-six (36) months. All renewals shall be made by written amendment and shall include the same payment terms and conditions as the base contract. Work performed by the Contractor during any renewal period shall be paid at the unit rates established for this purpose in the contract Schedule of Prices ("Unit rates - "option period").

Requests for time extensions to the contract completion date by the Contractor must be made in writing with adequate justification no less than thirty (30) days prior to the end of the contract

period. Requested time extensions shall not be effective until approved in writing by the Louisiana Department of Environmental Quality and the Office of State Purchasing.

4. COMPENSATION

The amount which LDEQ agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of ***** (\$***,000.00). The Schedule of Prices incorporated into this contract (Appendix B) shall form the basis of payment, and shall remain in effect for the duration of the contract. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

LDEQ will pay the Contractor only for actual work performed, and LDEQ does not guarantee a maximum payment amount to be earned by the Contractor. LDEQ will reject any and all claims from the Contractor for damages, anticipated profits, or other related causes resulting from any difference between the amount paid for work actually performed and materials actually furnished and the maximum prices of the contract and related Purchase Order.

Additionally, LDEQ reserves the right, at its discretion and at any time during the term of the contract, to increase the maximum amounts of the contract / Purchase Order. All increases shall be made by written amendment and shall be contingent upon funding by the Louisiana State Legislature and approval by the Office of State Purchasing. Any additional or out-of-scope work performed by the Contractor without written authorization from LDEQ in the form of an approved amendment shall not entitle the Contractor to payment or an increase in the maximum contract price.

5. FISCAL FUNDING

The continuation of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

6. EFFECTIVE DATE AND NOTICE TO PROCEED

This contract shall not be valid, nor shall LDEQ be bound by its terms, until it has been executed by the Secretary of LDEQ (or his designee), and the Contractor, and has been approved in writing by the Director of State Purchasing. The Contractor shall proceed with the work only after (a) receipt of a Purchase Order issued by the Office of State Purchasing; (b) participation in a commencement conference to be scheduled by LDEQ at its offices, and (c) receipt of a Work Order signed by the LDEQ Project Manager.

7. SCOPE OF SERVICES

The Contractor hereby agrees to furnish all necessary personnel, materials, services, and facilities to perform the work as set forth in Appendix A (Request for Proposals) and Appendix B (Contractor's accepted proposal).

8. DELIVERABLES

The Contractor shall provide to LDEQ the items specified in Appendix A (RFP) as products of the services rendered under this contract. Deliverables shall be reviewed by the LDEQ Project and Contract Managers. LDEQ reserves the right to reject any deliverable that is unsatisfactory. The Contractor shall correct any omissions or errors and resubmit the deliverable.

9. PAYMENT TERMS**a. Payment**

Payment to the Contractor for services rendered under each Work Order shall be made in a lump sum upon the completion of all tasks by the Contractor and approval of site work, submittals, and deliverables by RSD for LDEQ. Payment will be based on the payment units and rates provided in the Schedule of Prices or on a cost basis, as applicable. Travel expenses not included in unit rates and lump sums may be billed separately as allowed and shall be reimbursed in accordance with the Division of Administration State General Travel within the limits established for State Employees. These limits are defined in the most current version of Division of Administration Policy and Procedure Memorandum No. 49 (see Louisiana Register, Vol. 24, No. 6, June 20, 1998, pp. 1062-1068 or www.state.la.us/osr/reg/9806/9806ppm.pdf). Payment for a completed Work Order shall be considered a partial payment under the contract and retainage will not be withheld.

The Contractor will serve as a resource to be called upon by LDEQ as needed during the contract period, and will be paid for the actual amount of work performed. LDEQ does not guarantee a minimum or maximum amount of work to be assigned or payment to be received by the Contractor. Payment for work performed under this contract shall not exceed the maximum amount authorized by the contract and Purchase Order. Additional work performed by the Contractor without written authorization from LDEQ in the form of an approved contract amendment will not entitle him to payment or an increase in the maximum contract amount.

b. Submittals and deliverables

The Contractor shall submit all Work Order submittals and deliverables (including Final Reports as required in RFP Attachment 2, Statement of Work) to LDEQ prior to issuance of payments. Payment may be delayed by the Contractor's failure to comply with these reporting requirements.

c. Payment procedure

The procedure for payment will follow the steps outlined below:

- (1) Within thirty (30) calendar days of RSD's written acceptance of the Work Order submittals and deliverables, the Contractor will submit one (1) original and one (1) copy of his invoice to LDEQ Accounts Payable. Each invoice must include:
 - (a) the contract number;
 - (b) the name and address of the Contractor;
 - (c) Work Order number(s);

- (d) site name and location;
- (e) an itemized listing of payment items and quantities consistent with the line items listed in the contract Schedule of Prices;
- (f) supporting documentation for tasks paid on a time and materials or cost basis (time sheets, bills, invoices, mileage logs, manifests, bills of lading, etc.);
- (g) the total amount requested;
- (h) the total amount previously paid; and
- (i) the balance remaining in the contract.

The invoice shall be signed by the Contractor's Project Manager. The format of the invoice shall be subject to revision by LDEQ.

Invoices must be directed to Louisiana Department of Environmental Quality, Accounts Payable, P. O. Box 82231, Baton Rouge, LA 70884-2231. Do not send submit invoices directly to the LDEQ Project or Contract Manager.

- (2) LDEQ's Office of Environmental Assessment, Remediation Services Division will review, require correction as necessary, and approve the invoice before payment can be made.
- (3) A partial payment against the overall purchase order will be made for completed Work Orders by LDEQ within approximately thirty (30) calendar days after receipt of a complete and correct invoice.

10. ALLOWABLE COSTS

Allowability of costs under this contract shall be determined in accordance with the provisions of LSA-R.S. 39:1551 et seq. and other applicable state and federal laws.

11. TAXES

The Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract shall be the Contractor's obligation and shall be identified under his Tax Identification Number.

12. SUBSTITUTION OF PERSONNEL

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitute shall meet or exceed the requirements stated herein. A detailed résumé of the individual's qualifications and a written justification for the change must be submitted to LDEQ for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

13. CONTRACTOR'S INSURANCE

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's offer and shall not be separately billed.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause."
- (2) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 93. The policy shall provide owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
- (3) Workers' Compensation Insurance as required by the Labor Code of the State of Louisiana, including Employers' Liability Insurance.
- (4) Pollution Liability Insurance (Sudden and Accidental only).

b. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
- (3) Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers' Liability coverage.
- (4) Pollution Liability Insurance (Sudden and Accidental only): coverage limits of \$1,000,000.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by LDEQ. At the option of LDEQ, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects LDEQ, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) LDEQ, its officers, officials, employees, Boards and Commissions, and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to LDEQ, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
- (b) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to LDEQ, its officers, officials, employees, Boards and Commissions or volunteers.
- (c) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against LDEQ, its officers, officials, employees and volunteers, for losses arising from work performed by the Contractor for LDEQ.

(3) Pollution Liability Insurance (Sudden and Accidental only)

A policy period inception date of not later than the first day of work under this contract and an expiration date of no earlier than thirty (30) days after the anticipated completion of all work under this contract shall be provided by the policy. Furthermore, the policy shall provide for an "extended reporting period" of not less than twenty four (24) months, with full reinstatement of limits, from the expiration date of the policy and shall not be canceled for any reason other than nonpayment of premiums. The State of Louisiana, Department of Environmental Quality shall be named as an Additional Insured on the policy and this shall be so evidenced on the Certificate of Insurance. Any insurance policy which operates on a "claims-made" basis shall be maintained for the term of this contract.

(4) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to LDEQ.

e. Acceptability of Insurers

Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-VI. This rating requirement may be waived for workers' compensation coverage only.

f. Subcontractors

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for the Contractor.

g. Verification of Coverage

The Contractor shall furnish LDEQ with certificates of insurance effecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, and must include the Contractor's name, the LDEQ contract number, the effective dates of the policy, and the level of coverage. The certificates must be received and approved by LDEQ before the Notice to Proceed will be issued and work commences. LDEQ reserves the right to require complete certified copies of all required insurance policies at any time.

An original and one (1) copy of each certificate (and policies when required) shall be sent to:

Dorene Bloodworth, CPPB
Procurement Director
Louisiana Department of Environmental Quality
P.O. Box 4303
Baton Rouge, LA 70821-4303

14. INDEMNIFICATION

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action

for infringement of a United States Letter Patent with respect to the Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Service; ii) State's use of the Service in combination with other services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by

15. OWNERSHIP

All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of LDEQ, and shall, upon request, be returned by Contractor to LDEQ, at Contractor's expense, at termination or expiration of this contract.

16. RELEASE OF INFORMATION

The Contractor shall not provide information generated or otherwise obtained in the performance of its responsibilities under this contract to any party other than LDEQ, or its authorized agents as designated in writing, for the life of the contract and for a period of two

(2) years after completion of the contract. The Contractor shall not publish, permit to be published, or distribute, use, or disclose to anyone for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract without the prior written consent of LDEQ.

The Contractor shall refer all media inquiries to the Administrator of the Remediation Services Division of LDEQ or other authorized representative as designated by LDEQ.

17. RECORDS RETENTION BY THE CONTRACTOR

The Contractor shall maintain all records in relation to this contract, including all necessary personnel and payroll records for employees, for a period of not less than three (3) years. The retention period begins upon final payment and closure of all pending matters. If any litigation, claim, negotiation, or other action involving the records has started before the expiration of the three-year period, the records must be retained until the completion of that action and resolution of all issues which arise from it, or until the end of the three-year period, whichever is later. The Contractor must obtain the approval of LDEQ before destroying or disposing of any records. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records, however, the Contractor must secure the aforementioned approvals before destroying the original records.

18. AUDIT OF RECORDS

The monitoring and auditing of the Contractor's records must be allowed to the Division of Administration, the Louisiana Legislative Auditor's office, and any other appropriate state entities

19. EMPLOYMENT OF STATE PERSONNEL

The Contractor certifies that it has not employed and will not employ any person to engage in the performance of the contract who is currently an employee of the State of Louisiana [LSA-R.S. 39:1498(4) and 1498.2].

20. CODE OF ETHICS

Pursuant to LSA-R.S. 42:1011 et seq., the Contractor is hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Commission of Ethics for Public Employees. The Contractor shall be responsible for determining that there will be no conflict or violation of the Ethics Code. By signing this contract, the company official certifies that there is no conflict or violation of the Ethics Code.

21. DISCRIMINATION

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1975, and the Americans with Disabilities Act of 1990.

The Contractor shall keep informed of and comply with all federal, state, and local laws, ordinances, and regulations which affect his employees or prospective employees. Any act of

discrimination committed by Contractor, or failure to comply with these legal obligations when applicable, shall be grounds for termination of this contract.

22. ASSIGNMENT

Assignment of this contract, or any payment under the contract, requires the prior written approval of the Louisiana Commissioner of Administration.

23. CLAIMS FOR LIENS

The Contractor shall be solely liable for, and shall hold LDEQ harmless from, any and all claims or liens for labor, services, or material furnished to the Contractor in connection with the performance of its obligations under this contract.

24. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, LDEQ shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

25. COMPLIANCE WITH LAWS

The Contractor and its employees, subcontractors, and agents shall comply with all applicable Federal, State, and Local laws, ordinances, and regulations in carrying out the provisions of this contract. The Contractor shall, on his own time and at his own expense, secure all permits and certificates that may be required of him by law for the performance of the requirements of the contract.

26. FORCE MAJEURE

The Contractor or LDEQ shall be exempted from performance under this contract for any period that the Contractor or LDEQ is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Contractor or LDEQ has prudently and promptly acted to take any and all corrective steps that the Contractor or LDEQ can promptly perform. Subject to this provision, such non-performance shall not be considered cause or grounds for termination of the contract.

27. TERMINATION OF THE CONTRACT FOR CAUSE

The State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

28. TERMINATION OF THE CONTRACT FOR CONVENIENCE

The State may terminate this Agreement at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

29. CHANGES TO THE CONTRACT

No changes, enhancements, or modifications to this contract may be made without the prior approval of the Louisiana Division of Administration, Office of State Purchasing. Changes to the contract include any change in (a) compensation, (b) beginning or ending date of the contract, or (c) scope of services. Any such changes, once approved will result in the issuance of a written amendment to the contract. Other directives (oral or written) from any employee of LDEQ shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

30. FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

31. SEVERABILITY

If any term or condition of this Agreement, or any contract entered into as a result of this Agreement, or the applications thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

32. CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or any contract entered into as a result of this Agreement, or which becomes available to the Contractor in carrying out his Agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures

employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

33. GOVERNING LAW

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

34. REMEDIES

Any claim or controversy arising out of this contract shall be resolved according to the provisions of LSA-R.S. 39:1673.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of (enter date).

WITNESSES SIGNATURES:

LOUISIANA DEPARTMENT OF
ENVIRONMENTAL QUALITY SIGNATURES:

By: _____
Thomas C. Bickham, III
Undersecretary

By: _____
James H. Brent, Ph.D.
Assistant Secretary
Office of Environmental Assessment

CONTRACTOR SIGNATURE:

By: _____

Tax I.D. No.: _____

Telephone No.: _____

ATTACHMENT 5. INDEMNIFICATION AGREEMENT

_____ agrees to protect, defend, indemnify, save, and hold
(Contractor)
harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its
officers, agents, servants and employees, including volunteers, from and against any and all
claims, demands, expense and liability arising out of injury or death to any person or the damage,
loss or destruction of any property which may occur or in any way grow out of any act or
omission of _____, its agents, servants, and employees, or any and all
(Contractor)
costs, expense and/or attorney fees incurred by _____ as a result of
(Contractor)
any claim, demands, and/or causes of action except those claims, demands, and/or
causes of action arising out of the negligence of the State of Louisiana, all State Departments,
Agencies, Boards and Commissions, its agents, representatives, and/or employees.

_____ agrees to investigate, handle, respond to, provide defense for,
(Contractor)
and defend any such claim, demands, or suit at its sole expense and agrees to bear all other costs
and expenses related thereto, even if it (the claim, etc.) is groundless, false or fraudulent.

Accepted by: _____
Company Name

Signature

Title

Date accepted _____
Is the Certificate of Insurance attached? ☐ Yes ☐ No

Contract No. _____ for _____
(State Agency Number and Name)

Purpose of Contract: _____

ATTACHMENT 6. PROPOSAL COVER SHEET

RFP Number: _____

Project Title: Two Step Procurement for "Hazardous Waste Remediation Services" – Step 1
– Request for Proposal – 3rd Annual Advertisement

Proposer:

Firm's Name: _____

Firm's Address: _____

Proposer's Contact Person:

Name _____ Title _____

Address: _____

Telephone No. (_____) _____ FAX No. _____ (_____) _____

Louisiana State Contractor's License Number: _____

Subcontractors (add lines as necessary):

<u>Name</u>	<u>Written commitment attached (Y/N)</u>
_____	_____
_____	_____
_____	_____

I hereby certify that:

1. This proposal will remain valid for selection purposes for a minimum period of 180 days from the date of this proposal. Additionally, if my firm is selected for the Competitive Range, this proposal shall remain valid for a period of ____ (maximum of 36) months from the date of my "Notice of Inclusion in the Competitive Range" as received from the Office of State Purchasing.
2. I accept the mandatory LDEQ contract terms and conditions (RFP Attachment 4) that will be included by reference in all LDEQ remediation contracts that may be awarded to me as a result of my participation in the RFP.
3. I agree that the key personnel specified in this proposal will be provided for LDEQ projects unless substitutions are approved by LDEQ in accordance with Article 8 of Attachment 4 of this RFP.
4. I possess an established system of accounting and financial controls adequate to permit the effective administration of any LDEQ remediation contract that may be awarded to me as a result of my participation in this RFP or the willingness to modify my present system to meet State of Louisiana requirements.
5. I am authorized to represent _____ and can commit the organization to all provisions of this proposal.

Signature

Date